

LISA HEYMANN

IBLA 78-494

Decided October 10, 1978

Appeal from decision of the Wyoming State Office, Bureau of Land Management, dismissing the protest by the second drawn offeror concerning the number one winner on parcel WY-181. W63783.

Affirmed.

1. Oil and Gas Leases: Applications: Generally--Oil and Gas Leases: Applications:
Attorneys-in-Fact or Agents

An offeror's use of a leasing service's address on the drawing entry card for a simultaneous oil and gas lease drawing does not disqualify the offer, all else being regular, nor does it call into play other requirements of pertinent regulations.

APPEARANCES: Leo E. Heymann, Esq., New Orleans, Louisiana, for appellant.

OPINION BY ADMINISTRATIVE JUDGE THOMPSON

Lisa Heymann appeals from the May 25, 1978, decision of the Wyoming State Office, Bureau of Land Management (BLM), dismissing her protest concerning the number one winner on Parcel WY-181 in the April 1978 simultaneous oil and gas lease drawing. Appellant was drawn number two and believes she is entitled to the lease.

Appellant bases her protest on the likelihood that the number one winner, Mr. Charles Graham, used a false and incorrect address on his drawing entry card. Appellant also questions Graham's signature and suggests "there may be other discrepancies in connection with his filing." Appellant offers no proof of any discrepancies and only shows it likely that the address used is that of a leasing service.

[1] An offeror's use of a leasing service's address on the drawing entry card for a simultaneous oil and gas lease drawing does

not disqualify the offeror, all else being regular, nor does it call into play other requirements of pertinent regulations. Virginia L. Jones, 34 IBLA 188 (1978); Kenneth Ross, 34 IBLA 61 (1978). If the card is signed by the applicant, completion by a third party, or use of a leasing service's address are not grounds for rejection of the offer. Virginia A. Rapozo, 33 IBLA 344 (1978); Evelyn Chambers, 31 IBLA 381 (1977).

Appellant has made no substantiated challenge to the authenticity of Mr. Graham's signature. Appellant's proof consists only of a copy of a letter signed by a J. Wm. Barnett of Walstrom & Associates at the same address as that given on Mr. Graham's drawing card. The letter states Mr. Graham would consider any reasonable offer for purchase of the parcel. Also, appellant has submitted copies of certified mail return receipts sent by appellant's counsel to Mr. Graham. The receipts were all signed by someone else in behalf of Mr. Graham. At most, this evidence merely shows that Mr. Graham has used the address of Walstrom & Associates for the purpose of filing his offer, and that they are his agents for some purposes. It does not demonstrate that the card was not signed by Mr. Graham, himself, or that anyone else had an interest in the offer when it was filed. In sum, it fails to show that there has been any violation of the regulations. The burden of proof is on the protestant to show that the offeror is ineligible to receive an oil and gas lease. Appellant has not done so.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Joan B. Thompson
Administrative Judge

We concur:

Joseph W. Goss
Administrative Judge

James L. Burski
Administrative Judge

